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1875 CONNECTICUT AVE., N.W.
SUITE 1200
WASHINGTON, D.C. 20009-5728
(202) 986-8000
FACSIMILE: (202) 986-8102

E-MAIL ADDRESS: MICHAEL.MCBRIDE@LLGM.COM
WRITER'S DIRECT DIAL: (202) 986-8050

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August 25, 2006

VIA ELECTRONIC FILING

Honorable Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street N.W.
Washington, DC 20423-0001

Re: Docket No. AB-290 (Sub-No. 254X) Norfolk Southern Railway Company –
Petition for Exemption – Discontinuance of Service – Between Halls Ferry
Junction, NC and Badin, NC in Stanly County, NC; Docket No. AB-290
(Sub-No. 274X) Yadkin Railroad Company – Petition for Exemption –
Discontinuance of Service and Operating Rights Under Lease – Between
Halls Ferry, NC and Badin, NC in Stanly County, NC [Re-styled]; Docket
No. AB-149 (Sub-No.2) Winston-Salem Southbound Railroad Company –
Petition for Exemption – Discontinuance of Service and Operating Rights
Under Lease – Between Whitney, NC and Badin, NC in Stanly County, NC
[Re-styled]

Dear Secretary Williams:

Please find attached for filing in the above-referenced proceedings "Alcoa Inc.'s
Motion for Protective Order and Motion for Expedited Handling."

Respectfully submitted,



Michael F. McBride

Attorney for Alcoa Inc.

Enclosures

cc (w/encls.): James R. Paschall, Esq.

**UNITED STATES OF AMERICA
SURFACE TRANSPORTATION BOARD**

Docket No. AB-290 (Sub-No. 254X)
Norfolk Southern Railway Company –
Petition for Exemption – Discontinuance of Service –
Between Halls Ferry Junction, NC and Badin, NC in Stanly County, NC;

Docket No. AB-290 (Sub-No. 274X)
Yadkin Railroad Company – Petition for Exemption – Discontinuance of Service and
Operating Rights Under Lease – Between Halls Ferry, NC and Badin, NC in Stanly
County, NC [Re-styled];

Docket No. AB-149 (Sub-No. 2)
Winston-Salem Southbound Railroad Company – Petition for Exemption –
Discontinuance of Service and Operating Rights Under Lease –
Between Whitney, NC and Badin, NC in Stanly County, NC [Re-styled]

**MOTION FOR PROTECTIVE ORDER
AND
MOTION FOR EXPEDITED HANDLING**

Pursuant to 49 C.F.R. § 1104.14, Alcoa Inc. ("Alcoa") hereby requests that the Board issue a protective order allowing Alcoa to file under seal certain confidential documents and information in connection with Alcoa's forthcoming Petition to Reopen in the above-captioned proceedings. Such confidential documents contain commercially or competitively sensitive information, including certain confidential rail carrier rates charged by carriers connecting with Petitioner Norfolk Southern Railway Company ("NS") for traffic to and from Alcoa's Badin Works.

Public disclosure of the identified commercially or competitively sensitive information is not necessary for the Board's consideration of Alcoa's forthcoming Petition to Reopen, which Alcoa intends to file on or before September 5, 2006 as required by the Board's Order served August 11, 2006 herein.

In that Order, the Board claimed that Alcoa's evidence of the profitability of the traffic to Badin was "unsubstantiated." Alcoa attempted to avoid the need for this sort of protective order herein by filing the evidence that it did file on June 5, 2006, through Mr. O'Connor, and by doing so avoid creating any issue with opposing counsel.¹ Therefore, Alcoa now intends to provide workpapers substantiating its evidence, but needs a protective order to be in place in order to be able to serve opposing counsel with Alcoa's "highly confidential" evidence.

Counsel for the above-captioned Petitioners was provided with an advance copy of this Motion and the proposed Protective Order and Undertaking. He stated that any confidential rate information should, of course, be kept confidential, but otherwise did not authorize us to state a formal position of Petitioners with respect to these Motions.

¹ There is an unusual issue here. Counsel for Petitioners, Mr. Paschall, is in-house counsel at NS. The highly confidential information Alcoa intends to submit includes rates from carriers other than NS who originate or deliver Badin-related traffic. Normally, as the undersigned understands the Board's processes, the Board does not allow in-house counsel to have such information, although there apparently was one exception to this rule for the benefit of in-house counsel at Kansas City Southern Railway Company during the Union Pacific/Southern Pacific merger proceeding (Finance Docket No. 32760). Here, though, Alcoa perceives no harm to it or to the other carriers from providing the information to Mr. Paschall, so long as he is obliged to adhere to the undertaking that is part of the Protective Order. If the Board nevertheless is not willing to create an exception for Mr. Paschall, Alcoa must still be allowed to file the evidence, and Petitioners either will have to forego seeing the highly confidential version of it, or will have to hire outside counsel to review the highly confidential version. In any event, Alcoa cannot be denied the right to pursue reopening because of Petitioners' choice of counsel.

Accordingly, Alcoa hereby requests that the Board adopt, on an expedited basis, the Protective Order provided as Appendix 1 to these Motions.

Respectfully submitted,

A handwritten signature in cursive script, reading "Michael F. McBride".

Michael F. McBride
(michael.mcbride@llgm.com)
Ahren S. Tryon (atryon@llgm.com)
LeBoeuf, Lamb, Greene & MacRae LLP
1875 Connecticut Avenue, NW, Suite 1200
Washington, DC 20009-5728
Telephone: (202)986-8000
Facsimile: (202)986-8102

Attorneys for Alcoa Inc.

Appendix 1

PROTECTIVE ORDER

1. For purposes of this Protective Order:

(a) "Confidential Documents" means documents and other tangible materials containing or reflecting Confidential Information or Highly Confidential Information.

(b) "Confidential Information" means traffic data (including but not limited to waybills, abstracts, study movement sheets, and any documents or computer tapes containing data derived from waybills, abstracts, study movement sheets, or other data bases, and cost work papers); the confidential terms of contracts with shippers, or carriers; confidential financial and cost data; and other confidential or proprietary business or personal information.

(c) "Highly Confidential Information" means shipper-specific rate or cost data.

(d) "Designated Material" means any documents designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in accordance with paragraph 2 of this Protective Order and any Confidential Information or Highly Confidential Information contained in such materials.

(e) "Proceedings" means those before the Surface Transportation Board ("Board") concerning the Petition for Exemption – Discontinuance of Service and Operating Rights Under Lease – Between Whitney, NC and Badin, NC in Stanly County, NC, STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, and any related proceedings before the Board, and any judicial review proceedings arising from these dockets or from any related proceedings before the Board.

2. If any party to these Proceedings determines that any part of a document it submits, discovery request it propounds, discovery response it produces, transcript of a deposition or hearing in which it participates, or of a pleading or other paper to be submitted, filed, or served in these Proceedings contains Confidential Information or Highly Confidential Information, or consists of Confidential Documents, then that party may designate and stamp such Confidential Information and Highly Confidential Information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Any information or documents designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall be handled as provided for hereinafter.

3. Information and documents designated or stamped as "CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, or to any person or entity except to an employee, counsel, consultant, or agent of a party to these Proceedings, or an employee of such counsel, consultant, or agent, who, before receiving access to such information or documents, has been given and has read a copy of this Protective Order and has agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit A of this Protective Order.

4. Information and documents designated or stamped as "HIGHLY CONFIDENTIAL" may not be disclosed in any way, directly or indirectly, or to any person or entity except to the following individuals who, before receiving access to such information or documents, have been given and have read a copy of this Protective Order and have agreed to be bound by its terms by signing a confidentiality undertaking substantially in the form set forth at Exhibit A of this Protective Order: (a) an employee, counsel, consultant, or agent of Alcoa Inc., or an employee of such counsel, consultant, or agent, or (b) an employee, counsel, consultant, or agent of Norfolk Southern Railway Company, or an employee of such counsel, consultant, or agent, that is not engaged in, and has no responsibility for, the establishment of shipping rates.

5. Any party to these Proceedings may challenge the designation by any other party of information or documents as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by filing a motion with the Board or with an administrative law judge or other officer to whom authority has been lawfully delegated by the Board to adjudicate such challenges.

5. Designated Material may not be used for any purposes, including without limitation any business, commercial or competitive purposes, other than the preparation and presentation of evidence and argument in these Proceedings, any related proceedings before the Board, and/or any judicial review proceedings in connection with these Proceedings and/or with any related proceedings.

7. Any party who receives Designated Material shall destroy such materials and any notes or documents reflecting such materials (other than file copies of pleadings or other documents filed with the Board and retained by counsel for a party to these Proceedings) at the earlier of: (1) such time as the party receiving the materials withdraws from these Proceedings, or (2) the completion of these Proceedings, including any petitions for review or reconsideration, appeals or remands.

8. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to the Board, unless the pleading or other document is submitted under seal, in a package clearly marked on the outside as "Confidential Materials Subject to Protective Order." See 49 C.F.R. § 1104.14. All pleadings and other documents so submitted shall be kept confidential by the Board and shall not be placed in the public docket in these Proceedings except by order of the Board or of an administrative law judge or other officer in the exercise of authority lawfully delegated by the Board.

9. No party may include Designated Material in any pleading, brief, discovery request or response, or other document submitted to any forum other than the Board in these Proceedings unless: (1) the pleading or other document is submitted under seal in accordance with a protective order that requires the pleading or other document to be kept confidential by that tribunal and not be placed in the public docket in the proceeding, or (2) the pleading or other document is submitted in a sealed package clearly marked, "Confidential Materials Subject to Request for Protective Order," and is accompanied by a motion to that tribunal requesting issuance of a protective order that would require the pleading or other document be kept confidential and not be placed in the public docket in the proceeding, and requesting that if the motion for protective order is not issued by that tribunal, the pleading or other document be returned to the filing party.

10. No party may present or otherwise use any Designated Material at a Board hearing in these Proceedings, unless that party has previously submitted, under seal, all proposed exhibits and other documents containing or reflecting such Designated Material to the Board, to an administrative law judge or to another officer to whom relevant authority has been lawfully delegated by the Board, and has accompanied such submission with a written request that the Board, administrative law judge or other officer: (a) restrict attendance at the hearing during any discussion of such Designated Material, and (b) restrict access to any portion of the record or briefs reflecting discussion of such Designated Material in accordance with this Protective Order.

11. To the extent that materials reflecting Confidential Information or Highly Confidential Information are produced by a party in these Proceedings, and are held and/or used by the receiving person in compliance with paragraphs 1, 2, 3 or 4 above, such production, disclosure, holding, and use of the materials and of the data that the materials contain are deemed essential for the disposition of this and any related proceedings and will not be deemed a violation of 49 U.S.C. § 11904 or of any other relevant provision of the ICC Termination Act of 1995.

12. All parties must comply with all of the provisions of this Protective Order unless the Board or an administrative law judge or other officer exercising authority lawfully delegated by the Board determines that good cause has been shown warranting suspension of any of the provisions herein.

13. Nothing in this Protective Order restricts the right of any party to disclose voluntarily any Confidential Information or Highly Confidential Information originated by that party, or to disclose voluntarily any Confidential Documents originated by that party, if such Confidential Information, Highly Confidential Information or Confidential Documents do not contain or reflect any Confidential Information or Highly Confidential Information originated by any other party.

Exhibit A

UNDERTAKING – CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on August ____, 2006, governing the production and use of Confidential Information and Confidential Documents in STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, any related proceedings before the Surface Transportation Board ("Board"), or any judicial review proceedings in connection with STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as "CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that monetary damages would not be a sufficient remedy for breach of this Undertaking and that parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive or other equitable relief or both as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed: _____

Print: _____

Title: _____

Affiliation: _____

Date: _____

Exhibit B

UNDERTAKING – HIGHLY CONFIDENTIAL MATERIAL

I, _____, as senior counsel for Norfolk Southern Railway Company, have read the Protective Order served on August ____, 2006, governing the production and use of Confidential Information, Highly Confidential Information and Confidential Documents in STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information, Highly Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, any related proceedings before the Surface Transportation Board ("Board"), or any judicial review proceedings in connection with STB Docket Nos. AB-290-254-X, AB-290-274-X and AB-149-2, or with any related proceedings. I further agree not to disclose any Confidential Information, Highly Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," other than file copies that may only be kept by outside counsel, of pleadings and other documents filed with the Board.

Under no circumstances will I permit access to documents designated "HIGHLY CONFIDENTIAL" by, or disclose any information contained therein to, any persons in the employ of Norfolk Southern Railway Company that are engaged in, or have responsibility for, establishing shipping rates, or to other persons or entities for which I am not acting in this proceeding. I will promptly destroy all notes or documents containing such Highly Confidential Information.

I understand and agree that monetary damages would not be a sufficient remedy for breach of this Undertaking and that parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed: _____

Print: _____

Title: _____

Affiliation: _____

Date: _____

CERTIFICATE OF SERVICE

I hereby certify that I have served, this 25th day of August, 2006, the foregoing pleading, by First-Class mail, postage prepaid, on James R. Paschall, Esq., Senior General Attorney, Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510.



Michael F. McBride